

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF
THE REPUBLIC OF ECUADOR
CONCERNING
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Ecuador, hereinafter referred to as the "Parties," have agreed to consider an exchange of health care, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities may be furnished without cost to foreign force members and their dependents who are stationed in the United States; provided, that the foreign force members' Government makes available comparable care for a comparable number of United States force members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers will be made available by each Party, and

Whereas, the Military Departments of the United States Department of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations, and the availability of funds for such purposes.

Now, therefore, the Parties agree as follows:

SECTION I
GENERAL

1. This Agreement applies to military members, and their dependents, of the United States and Ecuador who are in each others' country at the invitation of the receiving Party, except as specified in paragraph 3 of Section II.

2. The term "dependents" is defined to include the following:

a. Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.

b. Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.

3. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

SECTION II HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES

The Department of Defense of the United States shall make available (with the exception noted in subsection 3, below):

1. For military members, outpatient and inpatient care in Department of Defense medical and dental facilities, without cost.

2. For dependents:

- Outpatient and inpatient medical care in Department of Defense medical facilities, without cost, and

- Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available to dependents of United States military members in those facilities.

3. As an exception to 1. and 2., above, military members in the United States under the Foreign Military Sales (FMS) and International Military Education and Training (IMET) programs, and their dependents, are not covered by this agreement.

SECTION III HEALTH CARE TO BE MADE AVAILABLE BY ECUADOR

The Ministry of Defense of the Republic of Ecuador shall make available medical and dental outpatient and inpatient care for United States military members and dependents in military medical institutions of the Ministry of Defense, without cost.

SECTION IV
DISPUTE RESOLUTION

1. The English language text of this agreement shall be the governing text in case of conflict between the Spanish and English texts.

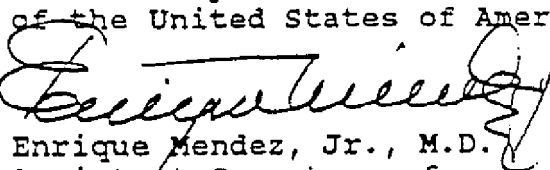
2. Questions or disagreements relating to the interpretation or implementation of the provisions of this Agreement shall be referred for mutual resolution to the Assistant Secretary of Defense for Health Affairs of the United States, and the Minister of Defense of the Republic of Ecuador. Disputes or disagreements shall not be referred to a third party for resolution.

SECTION V
TERMS

1. This Agreement may be amended, by mutual written agreement of the Parties, by an exchange of letters between the designated representatives of the Parties.

2. This Agreement shall enter into force three months after the date of last signature and shall remain in force for three years unless terminated by either Party by giving three months written notice to the other Party.

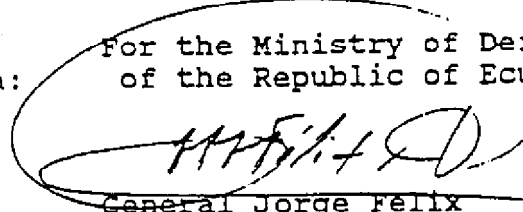
For the Department of Defense
of the United States of America:


Enrique Mendez, Jr., M.D.
Assistant Secretary of
Defense for Health Affairs

Signed at Washington, D.C.

28 OCT 1991, 1991

For the Ministry of Defense
of the Republic of Ecuador:


General Jorge Felix
Minister of Defense

Signed at Washington, D.C.

October 2, 1991

**EXTENSION
OF
THE AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ECUADOR
CONCERNING HEALTH CARE FOR MILITARY MEMBERS
AND THEIR DEPENDENTS**

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Ecuador, hereinafter referred to as the Parties, hereby agree to extend the Agreement between the Parties of January 27, 1991 which went into effect on that date, concerning Health Care for Military Members and Their Dependents until January 27, 2003.

This extension shall enter into force upon the date of the last signature, with effect from January 27, 2000.

Done in two originals, each in the English and Spanish languages, both texts being equally authentic.

Washington, DC, on March 22, 2000

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA:

Dr. Aubrey

Quito on December 20, 1999

FOR THE MINISTRY OF
DEFENSE OF ECUADOR

Jose Gallardo Roman
JOSE GALLARDO ROMAN
GENERAL
MINISTER OF DEFENSE



